

IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY
STATE OF OKLAHOMA

FILED
DISTRICT COURT
OTTAWA CO. OKLA.
DEC 18 2019

JAN ALLEN,
an Individual,
Plaintiff,

vs.

MED-TRANS CORPORATION,
a Foreign Corporation
Defendant.

CASSIE KEY COURT CLERK
BY R. Blalock

Case No: CV-19-74

JURY TRIAL DEMANDED

PETITION FOR DECLARATORY JUDGMENT AND OTHER RELIEF

COMES NOW Jan Allen by and through her undersigned counsel, and for her claims against Defendant Med-Trans Corporation, alleges and states as follows:

Parties Jurisdiction & Venue

1. Plaintiff Jan Allen ("Mrs. Allen") is an individual residing in Ottawa County.
2. Upon information and belief, Defendant Med-Trans Corporation ("Defendant") is a foreign corporation with its principal place of business in Lewisville, Texas.
3. This Court has jurisdiction over this action and the parties hereto, and venue is proper in Ottawa County, Oklahoma pursuant to 12 O.S. § 187.

Background Facts

4. On July 26, 2019, Mrs. Allen took her late husband, Jerry Allen, to the emergency room at Integris Hospital in Miami, Oklahoma.
5. The same day, Defendant transported Mrs. Allen's husband via air ambulance from Integris Hospital to St. John's Hospital in Tulsa, Oklahoma, a distance of approximately 80 miles. Mrs. Allen did not choose the method of transportation or the service provider who conducted the transportation, nor did she agree to any price terms regarding the transportation.

6. Mrs. Allen's husband remained in the hospital for approximately one month before he passed away.

7. Subsequently, Defendant sent Mrs. Allen a bill reflecting a charge of \$49,886.53 for its air transportation services. In comparison, the Medicare allowable rate for the services rendered is only \$12,113.89.

8. To date, the Allen's health insurance plan paid \$12,113.89 of the \$49,886.53 balance, representing 100% of the Medicare allowable rate.

9. Mrs. Allen disputes the alleged balance due of \$49,886.53 and requests Defendant accept the \$12,113.89 already paid to Defendant as reasonable compensation.

Cause of Action
(Declaratory Judgment)

10. Plaintiff repeats and incorporates by reference the allegations contained in paragraphs 1 through 9 as if fully set forth and restated therein.

11. There has never been nor is there now any contract-in-fact between Mrs. Allen and Defendant because Mrs. Allen neither chose the air ambulance service nor agreed to any price terms. Rather, Mrs. Allen's only obligation to pay Defendant arises in quasi-contract. Accordingly, to preclude unjust enrichment by either party, Defendant may recover only the reasonable value of the services rendered.

12. The charges assessed by Defendant for the air medical transport services are unreasonable, excessive, and have not be substantiated by Defendant.

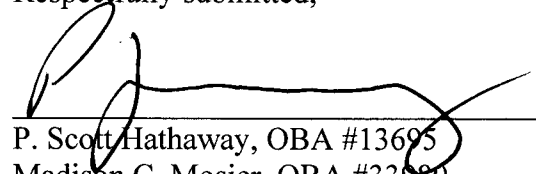
13. Defendant's charges for the air medical transport services are greater than what is customarily charged in the industry for such services, and the amount Defendant seeks to collect for the services is greater than that which is accepted by other service providers for similar services.

14. An actual, justiciable controversy exists between Mrs. Allen and Defendant.

15. Mrs. Allen is entitled to a declaratory judgment, pursuant to Rule 87.01, et seq., determining that she has no legal obligation to pay the full amount of \$49,886.53 charged by Defendant, and that Defendant may collect from her only the reasonable and customary value of the services rendered.

WHEREFORE, Plaintiff Jan Allen respectfully prays that the Court enter a declaratory judgment determining that she has no legal obligation to pay any amount to Defendant in addition to the \$12,113.89 which has already been paid, and for such other relief as the Court deems just and proper.

Respectfully submitted,



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